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Sedgwick County, Kansas Unified School District 259 Board of Education and NEA-Wichita, National Education Association (1988)

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Sedgwick County, Kansas Unified School District 259 Board of Education and NEA-Wichita, National Education Association (1988)

Keywords

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Comments

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AGREEMENT

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between



Board of Education
Unified School District No. 259
Sedgwick County
State of Kansas

and



NEA-Wichita

August 1, 1988 through July 31, 1989

X 7/89

**WICHITA BOARD OF EDUCATION
1987-1988**

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Paul Lueker

Jeanne Goodvin
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Laura Peterson

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Tom Madden Staff Spokesperson
Rosa Avila, Executive Committee Liaison

**Wichita Public Schools
Unified School District 259
428 South Broadway
Wichita, Kansas 67202**

TEACHERS EMPLOYMENT AGREEMENT

Table of Contents

	Page
PREAMBLE.....	1
ARTICLE I: DEFINITIONS.....	1
Section A General Definitions.....	1
ARTICLE II: GENERAL.....	3
Section A Recognition.....	3
Section B Management Rights.....	3
Section C Savings Clause.....	4
Section D Nondiscrimination.....	4
Section E Closure Clause.....	4
Section F New Bargaining Unit Members.....	5
ARTICLE III: PROFESSIONAL YEAR.....	5
Section A Professional Year for Teachers.....	5
Section B School Calendar.....	6
ARTICLE IV: PROFESSIONAL DAY.....	6
Section A Elements of the Day, All Teachers.....	6
Section B Elements of the Day, Classroom Teachers.....	7
Section C Elements of the Day, All Teachers Except Classroom Teachers.....	8
Section D Extra Duties.....	8
Section E Time Schedules.....	9
Section F Supervision of Student Teachers.....	10
Section G Appeal.....	10
ARTICLE V: TEACHER COMPENSATION.....	10
Section A Definition and Placement.....	10
Section B Salary Schedule.....	15
Section C Method of Payment.....	17
Section D Supplemental Salary.....	17
Section E Overload Teaching.....	21
Section F Contract Addendum.....	21
Section G Health Occupations.....	22
Section H Pay for Staffings.....	22
Section I Pay for Temporary Substituting.....	22
Section J Longevity Pay.....	23
ARTICLE VI: PAYROLL DEDUCTIONS.....	24
Section A Payroll Deductions.....	24
Section B Continuing Membership.....	24
ARTICLE VII: TEACHER PROTECTION.....	24
Section A Working Conditions.....	24
Section B Disciplinary Actions.....	25
Section C Disciplinary Meetings or Hearings.....	25
Section D Solicitation.....	26
Section E Legal Action.....	26

Section F	Compliance.....	26
Section G	Property Damage.....	26
ARTICLE VIII:	PUPIL CONTROL.....	27
Section A	Classroom.....	27
Section B	Suspension, Expulsion.....	28
Section C	Physical Force.....	28
ARTICLE IX:	TEACHER BENEFITS.....	28
Section A	Personal Injury Benefits.....	28
Section B	State Retirement Participation.....	29
Section C	Disability Income Protection.....	29
Section D	General Liability Coverage.....	30
Section E	Life Coverage.....	31
Section F	Health Coverage.....	31
Section G	Severance Payment.....	32
Section H	Annuity Plan.....	33
Section I	Mileage Allowance.....	33
Section J	Early Retirement.....	33
Section K	General.....	33
ARTICLE X:	LEAVES.....	34
Section A	Temporary Leave.....	34
Section B	Extended Leaves.....	38
Section C	Sabbatical Leaves.....	40
ARTICLE XI:	TEACHER USE OF FACILITIES...	43
Section A	Buildings.....	43
Section B	Equipment.....	43
Section C	Announcements.....	44
Section D	Procedures.....	44
Section E	Posting Materials.....	44
ARTICLE XII:	PROFESSIONAL RIGHTS AND RESPONSIBILITIES.....	44
Section A	General.....	44
Section B	Rights and Responsibilities.....	45
Section C	Nondelegable Board Power	46
ARTICLE XIII:	ACADEMIC FREEDOM.....	46
Section A	Academic Freedom.....	46
Section B	Instructional Materials.....	47
Section C	Outside Speakers.....	48
Section D	Professional Review.....	48
Section E	Nondelegable Board Power.....	48
ARTICLE XIV:	TEACHER FILES.....	49
Section A	Teacher Files.....	49
ARTICLE XV:	TEACHER EVALUATION.....	50
Section A	General.....	50
Section B	Procedure	50
ARTICLE XVI:	SCHOOL BUILDING COMMITTEE	51
Section A	Purpose.....	51
Section B	Organization.....	52
Section C	Bylaws.....	53
Section D	General Rules.....	54

ARTICLE XVII:	ASSOCIATION RIGHTS.....	54
Section A	Exclusive Rights.....	54
Section B	Nonexclusive Rights.....	55
Section C	Indemnification Clause.....	56
ARTICLE XVIII:	REDUCTION AND RECALL.....	56
Section A	General.....	56
Section B	Selection.....	57
Section C	Notice.....	58
Section D	Rights.....	58
ARTICLE XIX:	GRIEVANCE PROCEDURE.....	60
Section A	Purpose.....	60
Section B	Time Limitations.....	60
Section C	Level One.....	60
Section D	Level Two.....	60
Section E	Level Three.....	61
Section F	Rights of Representation.....	61
Section G	General Provisions.....	62
ARTICLE XX:	PRINTING AND DISTRIBUTION	64
Appendix A	Calendar, 1988-1989.....	66

PREAMBLE

This master agreement sets forth herein terms and conditions of professional service for all employees employed by Unified School District 259 who are included in the bargaining unit as defined in the General Article of this agreement and shall remain in full force and effect beginning August 1, 1988, and ending July 31, 1989.

ARTICLE I: DEFINITIONS

Section A: General Definitions

1. **School District or School System:** Unified School District 259, Sedgwick County, Kansas.
2. **Board:** Board of Education of Unified School District 259, Sedgwick County, Kansas.
3. **Superintendent:** Superintendent of Schools of Unified School District 259, Sedgwick County, Kansas
4. **Association:** NEA-Wichita, affiliated with the Kansas-National Education Association and the National Education Association.
5. **Teacher:** Any employee who is a member of the bargaining unit as defined in the General Article of this agreement.
6. **Classroom Teacher:** A teacher whose major professional responsibility is the instruction of pupils and with whom pupils are based for pupil accounting purposes.
7. **Immediate Family:** Spouse, child, in-law of these, in-law, grandchild, parent, grandparent, sibling, and any person having been regularly living in the household.
8. **Immediate Supervisor:** The immediate supervisor of a teacher is the building principal unless otherwise designated by the teacher's job description.
9. **Grievance:** Any alleged violation or misapplication of any Board policy or of this agreement.
10. **Grievant:** A teacher who has filed a grievance or, in the case of a group grievance, the Association.

11. **School Building Committee:** The committee formed at each school attendance center as set forth in the School Building Committee Article.
12. **Professional Day:** The period set forth in the Professional Day Article.
13. **Base Contract:** The teacher's basic contract for assigned services and for a designated number of contract days, and which contract incorporates the terms of this agreement.
14. **Contract Addendum:** A teacher's contract(s) for assigned services for contract days in an assignment which is an extension of the duties assigned under the teacher's base contract.
15. **Supplemental Contract:** A teacher's contract(s) for assigned and accepted services during hours that are in addition to those paid for in the teacher's base contract or in contract addendum(s).
16. **School in Session or School Day:** Those hours during which students are regularly required to attend classes.
17. **Contract Year:** That fiscal year during which a complete set of contract days are normally worked, usually falling between August 1 and July 31.
18. **School Year:** That period of time when school is in session as set forth in the school calendar adopted by the Board.
19. **Professional Year:** The number of contract days annually for which a teacher is paid and their placement on the school calendar.
20. **Contract Days:** Those days during a professional year on which assignments can be made for which a teacher is paid to work.
21. **Daily Rate:** One, divided by the number of days in the teacher's annual base contract, times his/her base salary.
22. **Nonteaching Professional Days:** T h o s e contract days for assigned services during which school is not in session.

23. **Nonworking Days:** Those days, Monday through Friday, interspersed between the first and last contract days of the contract year on which the teacher is not required to be on duty.
24. **Administrator:** Any person employed by the Board in an administrative capacity who is fulfilling duties for which an administrator's certificate is required.

ARTICLE II: GENERAL

Section A: Recognition

Paragraph 1: The Board of Education recognizes the NEA-Wichita, affiliated with the Kansas-National Education Association and the National Education Association, for the purposes of professional negotiations under K.S.A. 72-5413, et. seq. as the exclusive representative for the teachers unit of the professional employees.

Paragraph 2: The bargaining unit shall be defined as those employees of the Board of Education in positions which require a certificate issued by the state Board of Education or employed in a professional, educational or instructional capacity by the Board of Education, including nurses and social workers, but shall not mean any such person who is an administrative employee.

Paragraph 3: The Board and the Association acknowledge that the agreement herein set forth has been adopted following a good faith effort by both parties to reach agreement between representatives of the Association and the Board as provided in K.S.A. 72-5413 et. seq.

Section B: Management Rights

Paragraph 1: The Association acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and that except as expressly provided otherwise by this agreement or by law, the final adoption of school policy, the administration and operation of the schools, and the direction of the employees are vested exclusively in the Board and the administrative staff. Nothing herein shall be construed to limit the statutory power and duty of the Board to make, amend, or

execute decisions and policies that are necessary to operate and maintain the teaching program and schools to otherwise carry out its lawful rights and responsibilities. Neither shall anything in this agreement be construed to limit the statutory power and duty of the Superintendent.

Section C: Savings Clause

Paragraph 1: Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the agreement or contract shall remain in full force and effect.

Paragraph 2: Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this agreement shall be superseded by the terms set forth herein. The Board shall not amend this agreement, nor make nor execute decisions or policies which violate this agreement

Section D: Nondiscrimination

Paragraph 1: In all hiring and assigning of employees and in all compensation, benefits, and other terms and conditions of employment, the school district shall comply with all applicable federal and state laws with regard to nondiscrimination on account of race, color, religion, sex, age, handicap, national origin or ancestry. Insofar as is reasonably possible, the Superintendent shall strive to maintain an equitable balance in each category of employment with regard to race, age, and sex.

Section E: Closure Clause

Paragraph 1: Both the Board and the Association acknowledge that all mandatory subjects of negotiations which either party proposed to negotiate have been negotiated and neither party has any right to negotiate further on these or any other subjects during the term of this agreement except by mutual consent.

Paragraph 2: This agreement may be amended at any time by mutual consent. However, no amendment to this agreement shall be binding unless executed in writing and ratified by both the Board and the teachers bargaining unit with the latter's election conducted by the Association.

Section F: New Bargaining Unit Members

Paragraph 1: Upon reemployment in or transfer to the teachers bargaining unit, teachers will be subject to decisions by the Personnel Services Division concerning temporary leave, longevity payments, and other terms and conditions of employment. Such decisions shall be based on relevant provisions of applicable policies, procedures, and employment agreements in addition to the past practices of the district, maintenance of equity among employees, and the intent of the applicable language involved.

ARTICLE III: PROFESSIONAL YEAR

Section A: Professional Year for Teachers

Paragraph 1: Contract Days

The base contract days for teachers for each contract year, exclusive of those in supplemental or contract addendums, shall be 186 days, consisting of teaching and non-teaching professional days as determined by the Board. Such contract days shall be scheduled on weekdays, Monday through Friday, between the first and last workday of each contract year. In the event that schools are closed for one or two days due to inclement weather, the number of base contract days shall be reduced by such one or two days.

Paragraph 2: New Teacher Orientation

The administration may schedule a program for the purpose of orientating newly employed teachers. Any teacher who is required to attend shall receive his/her daily rate for each day of such attendance. Partial days shall be prorated. Compensation shall be paid in accordance with regular payroll procedures. If such a program is scheduled, an opportunity shall be given to the Association to present items of mutual interest to new teachers. Attendance of teachers at the Association's presentation shall be optional.

Paragraph 3: Workshop Inservice Training Day

During each contract year, attendance centers shall be guaranteed at least one day between October 1 and March 15 on any Monday through Friday for the purpose of a workshop or inservice training. The Superintendent shall schedule the time to be taken, but each school shall be entitled

to submit recommendations to him/her. Individual schools or groups within a school may apply, through the principal, to the Deputy Superintendent for additional inservice time. These requests will be reviewed and may or may not be granted on an individual basis.

Paragraph 4: Contingency Day

If the events described in Article V, Section B, Paragraph 2 occur, then the number of base contract days specified in Paragraph 1 above shall be 185 rather than 186 and the final sentence of Paragraph 1 above shall be null and void.

Section B: School Calendar

Paragraph 1: The school calendar adopted by the Board for the first school year of this agreement is set forth herein as Appendix A.

ARTICLE IV: PROFESSIONAL DAY

Section A: Elements of the Day, All Teachers

Paragraph 1: Teachers shall be present during those hours when they have an assigned responsibility while school is or normally would have been in session, including a thirty (30) minute lunch period free of assigned responsibility. Teachers must notify the building principal or designee when they desire to be out of the building while school is in session.

Paragraph 2: Teachers shall attend individual conferences with administrators at reasonable times.

Paragraph 3: Teachers shall attend necessary staff meetings at the direction of the base school principal or district office program administrators.

Paragraph 4: Teachers shall attend pupil and parent conferences when necessary including reasonable requests from a pupil or parent.

Paragraph 5: Teachers shall supervise pupils in and around the building for a minimum of fifteen (15) minutes before and after the school day.

Paragraph 6: Teachers shall make complete and adequate preparation to fulfill their responsibility to pupils.

Paragraph 7: Teachers shall accomplish necessary administrative work related to their assignments.

Paragraph 8: Teachers may be required to collect and transmit money. Teachers shall exercise reasonable care to assure that money collected will not be lost. Reasonable effort will be made to keep money collection by teachers to a minimum and to expedite the collection process.

Paragraph 9: Teachers shall not be required to transport pupils to or from activities which take place away from the school building except where such transportation would be a normal responsibility of a particular position and/or condition of employment under a supplemental contract. However, a teacher may do so voluntarily with the advance approval of the building principal.

Paragraph 10: On nonteaching professional days, teachers shall be present for six and one-half (6 1/2) hours excluding the lunch period. An authorized administrator may reduce such time requirement.

Paragraph 11: Teachers shall attend up to three (3) evening activities designated as mandatory by the base school principal. Such meetings shall be of useful purpose and reasonable length.

Section B: Elements of the Day, Classroom Teachers

Paragraph 1: Each full-time secondary classroom teacher shall have a schedule which normally provides at least one period daily for conferences and preparations.

Paragraph 2: Each full-time elementary classroom teacher shall have a schedule which normally provides approximately 200 minutes per five day week for conferences and preparations. In grades one through six, this time shall occur in not less than approximately 30 minute periods.

Paragraph 3: The teacher shall make his/her lesson plans and any other material which the teacher is using available to the principal upon request. Lesson plans are required only in sufficient detail to provide guidance to the teacher.

Paragraph 4: When any class assigned to the teacher does not meet for any reason, the teacher may be

assigned other professional duties during the classtime.

Paragraph 5: When a teacher is absent, the teacher shall have available for the substitute instructional plans, roll of pupils, seating charts where appropriate, and materials in such condition that the substitute will have adequate direction in his/her work. In the event an absence exceeds three (3) days, the teacher shall make the grade book available to the substitute upon request.

Section C: Elements of the Day, All Teachers Except Classroom Teachers

Paragraph 1: Teachers shall be present during those additional hours required to perform their particular assignments. The determination of the teacher's daily time schedule shall be made by the base school principal after giving consideration to any schedule which the teacher may have suggested.

Paragraph 2: Teachers shall attend evening activities related to their particular assignments as designated by the base school principal.

Paragraph 3: Each full-time elementary music, elementary physical education teacher and elementary art teacher shall have a schedule which normally provides approximately 200 minutes per five day week for conferences and preparations.

Paragraph 4: Library media specialists will not be required to supervise study halls while carrying out their regular assignments as library media specialists.

Section D: Extra Duties

Paragraph 1: While participation in extra activities and time commitments may be encouraged by the Board or administration, the same will be voluntary in nature unless required by the responsibilities as set forth in Sections A, B, or C above, or unless required by the Supplemental Salary Section of the Teacher Compensation Article.

Paragraph 2: Regular duties assigned in addition to the responsibilities set forth should be compensated

and set forth in a Supplemental Salary Schedule, and once compensation is so set, accepted and added to a Supplemental Salary Schedule as set forth in the Teacher Compensation Article, such duties shall be fully performed in a professional manner.

Section E: Time Schedules

Paragraph 1: Teachers shall work in accordance with established time schedules. Such schedules shall include the beginning and ending times of the school day, the lunch time(s), and, in some buildings, the number of and times for teaching periods.

Paragraph 2: Permanent changes in a school's normal time schedule may be proposed by the principal or the School Building Committee. Under normal circumstances, changes should be proposed no later than February 1 for the following school year. Such proposed changes shall be submitted to the School Building Committee which shall be responsible for determining the degree of acceptance by teachers who would be affected. The findings of the committee shall be reported to the principal in a timely manner. The principal shall give consideration to such findings prior to making his/her decision and the School Building Committee shall be notified in writing of that decision. If the School Building Committee does not give written notice of its disagreement with the principal's decision within five (5) contract days, the principal's decision shall be implemented.

Paragraph 3: If the School Building Committee notifies the principal within five (5) contract days of its disagreement with his/her decision, the elementary or secondary District Schedule Committee, each composed of three (3) members appointed by the Association and three (3) members appointed by the Superintendent, shall meet and permit the School Building Committee, the principal, and other interested parties an opportunity to be heard regarding the proposed school changes. The District Schedule Committee shall make a timely recommendation to the Superintendent. The Superintendent shall give consideration to the recommendation of the District Schedule

Committee prior to making his/her decision. The Superintendent's decision shall be implemented.

Section F: Supervision of Student Teachers

Paragraph 1: Supervision of a student teacher shall be voluntary. Teachers shall normally be notified of a student teacher assigned at least two (2) weeks prior to the student teacher's introduction to the classroom. Any honorarium paid to the district by any college or university shall be paid to the cooperating teacher(s) in accordance with regular payroll procedures. The school system shall provide the cooperating teacher with whatever materials it deems appropriate. The cooperating teacher shall be responsible for being knowledgeable of the contents of any such materials provided.

Section G: Appeal

Paragraph 1: In the event an administrative decision is made concerning the professional day, such decision shall remain in effect pending determination under the grievance procedure.

ARTICLE V: TEACHER COMPENSATION

Section A: Definition and Placement

Paragraph 1: Each teacher employed by the Board shall be compensated for the professional services which he/she renders during the professional days for the term of a contract year. This compensation shall be termed salary and the amount of such salary each teacher receives for a contract year shall be determined by his/her placement on the Teachers Salary Schedule (Section B, Paragraph 1, of this Article).

- (a) A fractional part of a year's service shall be paid on the basis that the number of contract days worked bears to the total number of contract days in the contract year.
- (b) The base contract salary shall be prorated for any teacher who teaches less than full time.

Paragraph 2: The final judgment concerning the placement of any teacher on the salary schedule shall be determined by the Personnel Services Division. Such judgments are not to be inconsistent with this Section.

Paragraph 3: General Provisions

- (a) Each teacher shall be eligible for and shall receive the highest salary to which his/her academic preparation and experience entitle him/her. All salary placements are subject to verification of experience and training and shall be adjusted in any direction for each school year to the level for which the teacher proves his/her entitlement on or before September 15 of each year. Experienced teachers beginning their employment after September 15 of a school year shall be placed on the track and step for which they qualified as of September 15 of that school year. Inexperienced teachers beginning their employment after September 15 of a school year shall be placed on Step 1 of the B.A. Track or on Step 1 of the track for which they qualified as of September 15 of that school year, whichever is higher. Teachers employed full time for one full semester of a school year shall be given credit for one year of experience; however, one full semester of full-time teaching experience obtained in each of two different years or school systems shall be combined and counted as one year of experience with adjustment in step placement made accordingly.
- (b) Subject to (a) above, the teacher qualifies for one (1) higher step for each full year of teaching experience under a contract with Unified School District 259, and for each year of extended or sabbatical leave when such leave is expressly to be so counted in the Leaves Article. This phrase "full year" as used in this subparagraph shall mean being under a base contract for 170 or more days within one contract year. No teacher will move more than one step in any year.
- (c) At the time of reemployment, a teacher who has been employed previously as a teacher under a contract with Unified School District 259 shall be placed in accordance with the salary provisions of the current Teachers Employment Agreement. However, no such teacher shall be placed on a lower numbered step than he/she was on at the

time of the last day in base contract pay status of the most recent prior employment. Furthermore, if at that time the teacher was eligible for the next higher step in the subsequent contract year, the teacher shall be placed on that next higher step on the appropriate track at the time of employment. This step placement shall be adjusted as necessary to account for changes in salary placement procedures which may have occurred in the interim.

Paragraph 4: Placement on Teachers Salary Schedule

(a) Track

On the Teachers Salary Schedule (Section B, Paragraph 1, of this Article) each track (vertical column) represents an earned degree from an accredited institution of higher learning or additional earned graduate credit semester hours not already counted in an earned degree. Credit for salary purposes shall be given for only those graduate degrees and/or graduate hours as recognized and supervised by the graduateschool of an accredited institution, unless otherwise expressly provided by this Section. Such institutions must have been accredited at the time the degree and/or hours were earned. The accreditation agency must be an agency approved by the Personnel Services Division. To be eligible for a degree track, the teacher must have earned the degree that track specifies. His/her placement on an intermediate track higher than the degree track to which he/she is entitled is contingent upon his/her having earned the additional number of graduate semester hours which that track specifies for their equivalent in quarter hours or third hours). Such additional graduate hours may have been earned prior to the date of the teacher's latest degree, but must not have been used to satisfy degree hour requirements.

(b) Step

At the time of employment, each teacher shall be placed on the highest numbered step for which he/she qualifies in accordance with the column of the Teachers Salary Schedule entitled "Initial Placement." Credit will be given for teaching experience obtained in an accredited school system. Other relevant teaching experience may result in higher initial step placement as determined by the Superintendent.

(c) Vocationally-Certified, Experience Qualified Teachers

At the time of employment, experience qualified vocationally-certificated teachers in the WAVTS programs with five (5) years of qualified occupational experience shall be placed on Step 1 of the B.A. Track of the Teachers Salary Schedule. Subject to (b) above, the teacher shall be given credit for additional years of qualified occupational experience, not to exceed four (4) years. The determination as to whether occupational experience meets the necessary qualifications shall be the responsibility of the Personnel Services Division. Any additional salary improvement shall be in accordance with an individualized professional growth plan recommended by the Vocational Professional Growth Committee, three (3) members of which will be appointed by the Superintendent. The experience qualified vocationally-certificated teachers shall collectively appoint one member to the committee and the Association shall appoint one member to the committee. Any such plan and salary improvement must be approved in accordance with regular administrative procedures and shall not be unreasonably denied.

(d) Degree Vocationally-Certificated Teachers

At the time of employment, degree vocationally-certificated teachers in the WAVTS programs with two years of qualified occupational experience shall be placed on Step 1 of the appropriate track of the Teachers Salary Schedule. Subject to (b) above, the teacher shall be given credit for additional years of qualified occupational experience, not to exceed four (4) years. The determination as to whether occupational experience meets the necessary qualifications shall be the responsibility of the Personnel Services Division.

(e) Teachers in Technical Programs

Normally, teachers of technical courses in the WAVTS shall be employed in accordance with the salary provisions of other teachers. However, in unusual circumstances, the Superintendent may authorize the employment of a teacher in a technical WAVTS program at an agreed upon salary.

(f) Social Workers

At the time of employment and subject to (b) above, full credit for specialized social work in a school program shall be given. One-half (1/2) credit for other social work experience shall be given not to exceed four (4) years of additional credit. For purposes of advancing to a higher track, graduate work undertaken must be approved by the appropriate supervisor and the Personnel Services Division. Such approval will not be withheld arbitrarily. Credit for a masters degree shall be given only in the field of social work.

(g) Health Services

At the time of employment and subject to (b) above, full credit for registered professional nursing experience in a school program shall be given. One-half (1/2) credit for other registered professional nursing experience shall be given not to exceed four (4) years of additional credit. Non-degree nurses shall be placed on the B.A. Track of the Teachers Salary Schedule and shall be ineligible for movement to any other track.

(h) School Psychologists

At the time of employment and subject to (b) above, full credit for specialized work as a psychologist in a school program shall be given. One-half (1/2) credit for other work as a psychologist shall be given not to exceed four (4) years of additional credit.

(i) Sixty Hour Master Degrees

Teachers who earn master degrees which required a minimum of sixty (60) graduate semester hours (or their equivalent in quarter hours or third hours) in their area of assigned responsibility shall qualify for placement on the MA + 30 Track of the Teachers Salary Schedule.

Paragraph 5: Placement on Step 4

If the application of the provisions of this Section to any teacher would result in placing that teacher on either Step 1, Step 2 or Step 3 of the Teachers Salary Schedule, then that teacher shall be placed on Step 4. In subsequent years, such teacher shall be advanced steps in accordance with the provisions of this Section.

Section B: Teachers Salary Schedule

Paragraph 1: The 1988-1989 Teachers Salary Schedule set forth in this paragraph is calculated based on the condition that the resolution passed by the Board to authorize an additional one percent (1%) budgetary authority to the specific budgetary authority of four percent (4%) under the School District Equalization Act (K.S.A. 1987 Supp. 72-7055(c) as amended by 1988 Senate Bill 525) shall not be challenged and rejected by the voters of USD 259 according to the procedures outlined in the law.

Initial Place- ment	Step	BA Degree	BA + 10 Gr. Hours	BA + 20 Gr. Hours	BA + 30 Gr. Hours	MA Degree	MA + 10 Gr. Hours	MA + 20 Gr. Hours	MA + 30 Gr. Hours	Ed. Sp. or MA + 40 Gr. Hours	Ed. Sp. +10 or MA + 50 Gr. Hours	Ed. Sp. +20 or MA + 60 Gr. Hours	Earned Doctorate
0-1	4	20016	20316	20616	20916	21386	21686	21986	22286	22586	22886	23186	23486
2	5	20546	20846	21146	21446	22086	22386	22686	22986	23286	23586	23886	24186
3-5	6	21076	21376	21676	21976	22786	23086	23386	23686	23986	24286	24586	24886
6	7	21606	21906	22206	22506	23486	23786	24086	24386	24686	24986	25286	25586
7	8	22136	22436	22736	23036	24186	24486	24786	25086	25386	25686	25986	26286
8	9	22666	22966	23266	23566	24886	25186	25486	25786	26086	26386	26686	26986
9+	10	23196	23496	23796	24096	25586	25886	26186	26486	26786	27086	27386	27686
	11		24026	24326	24626	26286	26586	26886	27186	27486	27786	28086	28386
	12			24856	25156	26986	27286	27586	27886	28186	28486	28786	29086
	13				25686	27686	27986	28286	28586	28886	29186	29486	29786
	14					28386	28686	28986	29286	29586	29886	30186	30486
	15							29686	29986	30286	30586	30886	31186
	16+									30986	31286	31586	31886

Paragraph 2: The Board and the Association agree that in the event that said additional one percent (1%) budgetary authority by resolution is challenged and rejected by the voters of USD 259, or in the event that said additional budgetary authority is declared to be unlawful by a duly authorized court of law, then the 1988-1989 Teachers Salary Schedule set forth in this paragraph shall be implemented for the 1988-1989 contract year.

Initial Place- ment	Step	BA			BA +			BA +			BA +			MA			MA +			MA +			Ed. Sp.			Ed. Sp.			Ed. Sp.			Earned Doctorate
		Degree	10 Gr. Hours	20 Gr. Hours	30 Gr. Hours	Degree	10 Gr. Hours	20 Gr. Hours	30 Gr. Hours	Degree	10 Gr. Hours	20 Gr. Hours	30 Gr. Hours	Degree	10 Gr. Hours	20 Gr. Hours	30 Gr. Hours	Degree	10 Gr. Hours	20 Gr. Hours	30 Gr. Hours	40 Gr. Hours	50 Gr. Hours	60 Gr. Hours	Degree	10 Gr. Hours	20 Gr. Hours	30 Gr. Hours				
0-1	4	19760	20060	20360	20660	21130	21430	21730	22030	22330	22630	22930	23230																			
	5	20290	20590	20890	21190	21830	22130	22430	22730	23030	23330	23630	23930																			
	6	20820	21120	21420	21720	22530	22830	23130	23430	23730	24030	24330	24630																			
6	7	21350	21650	21950	22250	23230	23530	23830	24130	24430	24730	25030	25330																			
	8	21880	22180	22480	22780	23930	24230	24530	24830	25130	25430	25730	26030																			
	9	22410	22710	23010	23310	24630	24930	25230	25530	25830	26130	26430	26730																			
9+	10	22940	23240	23540	23840	25330	25630	25930	26230	26530	26830	27130	27430																			
	11		23770	24070	24370	26030	26330	26630	26930	27230	27530	27830	28130																			
	12			24600	24900	26730	27030	27330	27630	27930	28230	28530	28830																			
	13				25430	27430	27730	28030	28330	28630	28930	29230	29530																			
	14					28130	28430	28730	29030	29330	29630	29930	30230																			
	15							29430	29730	30030	30330	30630	30930																			
	16+									30730	31030	31330	31630																			

Section C: Method of Payment

Paragraph 1: For each contract year, except as otherwise provided by this agreement or law, the Board shall pay the base contract amount in not less than twelve (12) substantially equal installments paid at least once each month commencing in September of each school year.

Paragraph 2: So long as the law requires and notwithstanding the provisions of Paragraph 1 of this Section, any teacher to whom the continuing contract law applies, after completion of all his/her contractual obligations, shall be paid no later than the last working day in June, the balance of his/her contractual compensation in one payment upon his/her request therefor. Said request shall be in writing and filed with the Business Services Division no later than April 1 of the school year in and for which the request is first made. Such request shall remain in effect until revoked in writing by the teacher.

Section D: Supplemental Salary

Paragraph 1: The term "supplemental salary" shall refer to payment for the assigned and accepted services under a supplemental contract as set forth in Paragraphs 4 and 10 of this Section.

Paragraph 2: All assignments for which supplemental salaries are paid are for a single year with subsequent reassignments made on the basis of recommendation of the building administrator or appropriate supervisor.

Paragraph 3: In the event new positions are created, such positions shall be added to the Supplemental Salary Schedule and placement determined by the Superintendent or his/her designee. The Association shall be notified of such action.

Paragraph 4: Supplemental Salary Schedule

Level A: \$701.00 (.035)

Area Music Leader - Elementary
Cheerleader Head Sponsor - Junior High
Class Head Sponsor - Senior High
Grade Level Chair, 4 or more - Elementary
Newspaper Head Sponsor - Junior High
Pep Club Head Sponsor - Junior High
Pompon Head Sponsor - Junior High
Special Activities

Level B: \$1,101.00 (.055)

Bus Monitor
Department Chair, 3 - Junior High
In-School Suspension Monitor - Junior High
Instrumental Music Activities Leader -
Junior High
Pep Club Head Sponsor - Senior High
Safety Patrol Sponsor - Elementary
Special Activities
Student Council Head Sponsor -
Junior or Senior High
Teacher-in-Residence
Vocal Music Activities Leader - Junior High
Yearbook Head Sponsor - Junior High

Level C: \$1,501.00 (.075)

Academic Bowl Sponsor - Senior High
Cheerleader Head Sponsor - Senior High
Department Chair, 4-5 - Junior High
Detention Room Monitor -
Junior or Senior High
Forensic Coach - Senior High
Newspaper Head Sponsor - Senior High
Pompon Head Sponsor - Senior High
Social Worker Leader, 3 and above
Special Activities
Teacher-in-Charge - Elementary

Level D: \$1,902.00 (.095)

Activity Bus Monitor
Child Learning Center Specialist
Debate Coach - Senior High
Department Chair, 6 and above - Junior High
Drama Activities Leader - Senior High
Noon Activity Monitor - Senior High
Peer Coach
Special Activities
Yearbook Head Sponsor - Senior High

Level E: \$2,302.00 (.115)

Department Chair, 3-6 - Senior High
Head Counselor - Senior High
Head Library Media Specialist - Senior High
Inservice Presenter
Lunchroom Monitor
Special Activities
Ticket Specialist - Senior High
Vocal Music Activities Leader - Senior High

Level F: \$2,702.00 (.135)

Instrumental Music Activities Leader -
Senior High
Special Activities

Level G: \$3,102.00 (.155)

Department Chair, 7-8 - Senior High
Special Activities

Level H: \$3,503.00 (.175)

Special Activities

Level I: \$3,903.00 (.195)

Department Chair, 9-17 - Senior High
Special Activities

Level J: \$4,303.00 (.215)

Department Chair, 18 and above - Senior High
Special Activities

Paragraph 5: The index figures specified in the Supplemental Salary Schedule in Paragraph 4 shall be based on Step 4, Bachelor Track of the Teachers Salary Schedule. The dollar amounts for each supplemental salary in Paragraph 10 shall change the same percent as the percentage change in Step 4, Bachelor Track of the Teachers Salary Schedule.

Paragraph 6: At the discretion of the administration, departments may be formed and a department chair appointed. To determine the number of teachers in a department, the number of sections taught in that department shall be divided by one less than the number of teaching periods taught at the particular school. Any remaining major fraction of a teacher shall be counted as one. The service of teachers in study hall or other noninstructional duties shall not be counted as a section in determining the number of teachers in a department.

Paragraph 7: Department Chair Time

- (a) At the teacher's option, Junior High and Senior High Department Chairs with 9-17 teachers in the department may be assigned one (1) coordination work period per day in lieu of supplemental pay as a Department Chair.

- (b) At the teacher's option, Junior High and Senior High Department Chairs with 18 or more teachers in the department may be assigned two (2) coordination work periods per day in lieu of supplemental pay as a Department Chair.
- (c) In each case cited in this paragraph, the coordination work period(s) is in lieu of a teaching work period(s).
- (d) The coordination work period(s) is for the purpose of coordinating the activities of the department.
- (e) With approval of the building principal, a department chair may be provided with a substitute teacher to release the department chair from teaching responsibility in order that the department chair may fulfill responsibilities not otherwise possible.

Paragraph 8: Supplemental assignments shall be on a voluntary basis with no teacher being required to accept any such assignment.

Paragraph 9: Female coaches, otherwise qualified, shall be eligible to coach boys' sports; and male coaches, otherwise qualified, shall be eligible to coach girls' sports.

Paragraph 10: Supplemental Salary Schedule for Coaches and Athletic Leaders

Senior High Activity	Head
Baseball	\$1,996
Basketball	3,409
Cross Country	1,593
Football	3,409
Golf	1,375
Gymnastics	2,216
Soccer	1,996
Softball	1,996
Swimming	2,090
Tennis	1,423
Track	2,634
Volleyball	1,878
Wrestling	2,462
Junior High Activity	
Basketball	1,697
Track	1,493
Volleyball	1,221
Intramural Season	661
Athletic Leaders	4,800

Paragraph 11: The supplemental salary amount for an assistant coach shall be 60 percent of the supplemental salary amount specified by paragraph 10 above for the corresponding head coach.

Paragraph 12: The supplemental salary amounts specified by Paragraphs 4 and 10 above shall be prorated for any teacher who performs less than the full supplemental assignment.

Section E: Overload Teaching

Paragraph 1: Overload teaching is that teaching conducted by a full-time classroom teacher teaching daily in a vacant position during his/her planning period.

Paragraph 2: The acceptance of an overload assignment shall be voluntary. The Board shall not use overload teaching assignments as a means of avoiding the employment of additional full-time teachers when such need is indicated.

Paragraph 3: When a teacher accepts an overload assignment, he/she shall receive additional compensation for the length of that assignment. Such additional compensation shall be equal to the teacher's daily rate of pay divided by one less than the number of teaching periods in a typical school day at the particular school. Under no circumstances shall a teacher be assigned to more than one (1) overload class.

Section F: Contract Addendum

Paragraph 1: A contract addendum shall be issued to a teacher who is employed for contract days which are an extension of the duties and the period covered by the teacher's base contract.

Paragraph 2: A contract addendum shall provide for compensating the teacher an amount equal to his/her daily rate for each full day. Partial days shall be compensated by a prorated amount.

Paragraph 3: Teachers may be offered contract addendums. Such addendums will be offered at the discretion of and for the period of time determined by the administration. An attempt shall be made to reach mutual agreement between the teacher and the administration on the specific dates to be worked under the contract addendum. Acceptance of a contract addendum is voluntary.

Section G: Health Occupations

Paragraph 1: For certificated teachers assigned to health occupations programs, the total work day in the programs shall be considered equivalent to the professional day of the regular school programs and the teachers paid accordingly.

Section H: Pay for Staffings

Paragraph 1: Attendance and participation by the appropriate teachers for special education staffings are expected as part of the professional day and normally are compensated by the base contract salary.

Paragraph 2: When a classroom teacher is required to attend more than three (3) staffings held before or after the school day during the same semester, that classroom teacher shall be paid at the rate of \$10.00 per hour or major fraction thereof for each such staffing in excess of three (3).

Paragraph 3: Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

Paragraph 4: This Section shall be applied to elementary vocal music teachers and elementary physical education teachers as if such teachers were classroom teachers.

Section I: Pay for Temporary Substituting

Paragraph 1: No classroom teacher will be used as a temporary substitute teacher during his/her conference and preparation period without his/her consent. Teachers exchanging classes by mutual consent and with the approval of the immediate supervisor are not performing as temporary substitutes and no compensation will be required.

Paragraph 2: Elementary

An elementary classroom teacher who, at the request of the administration, assumes teaching responsibilities for five (5) or more pupils regularly assigned at that time to another teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$20.00 per hour or major fraction thereof. Such compensation shall not exceed \$40.00 per day.

Paragraph 3: Secondary

A secondary classroom teacher who, during his/her planning period and at the request of the administration, assumes teaching responsibilities for a class of pupils regularly assigned at that time to another classroom teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$25.00 per hour or major fraction thereof. Such compensation shall not be paid for more than one such hour per day.

Paragraph 4: Vocational-Technical Center

A classroom teacher regularly assigned to the Vocational-Technical Center, who at the request of the administration, assumes full teaching responsibilities for a class of pupils regularly assigned at that time to another classroom teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$40.00 per day. Partial days will be prorated.

Paragraph 5: Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

Section J: Longevity Pay

Paragraph 1: Any teacher who has completed fourteen (14) years in the employ of the Board on or before August 1 of the current contract year and who is employed by the Board on December 1 shall be paid a longevity amount equal to the percent specified below of his/her base contract salary as of August 1. Any teacher whose employment terminates prior to December 1 of the current contract year shall receive no part of any such payment.

15-19 years	3%
20-24 years	5%
25-29 years	7%
30-34 years	9%
35 or more years	11%

Paragraph 2: All longevity payments shall be made in December in accordance with payroll procedures and shall be subject to all applicable deductions.

ARTICLE VI: PAYROLL DEDUCTIONS

Section A: Payroll Deductions

Paragraph 1: The Board provides that, whenever duly authorized by any teacher on a form or forms appropriate for such purposes and consistent with regulations established by the Business Services Division, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

- (a) Donations to the Friendship Fund
- (b) Payments to the Credit Union of America
- (c) Association Package Plan
- (d) Health Insurance Premiums

Paragraph 2: The Board shall remit to the Association within ten (10) school days all funds deducted for Association dues.

Section B: Continuing Membership

Paragraph 1: The Board will continue a resolution providing for deduction for Association dues from compensation paid teachers upon receipt of written authorization from the teacher if authorization forms have been approved by the Business Services Division. The authorization form will include a provision that a member may terminate the dues deduction authorization only by notifying the Association in writing by August 10 each year, and unless terminated, the authorization will continue in effect from year to year.

Paragraph 2: The Association shall indemnify and hold harmless the Board of Education from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any act of commission or omission by the Board for the purposes of complying with the provision of Paragraph 1 or the authorization form.

ARTICLE VII: TEACHER PROTECTION

Section A: Working Conditions

Paragraph 1: The Board agrees to strive continually to provide working conditions free of hazards which would endanger the health, safety or well-being of teachers.

Section B: Disciplinary Actions

Paragraph 1: No teacher shall be disciplined without just cause. However, no probationary teacher may grieve any nonrenewal of his/her contract.

Paragraph 2: Administrators are authorized and expected to make use of certain disciplinary actions including, but not limited to, admonitions, reproofs, rebukes, warnings, reprimands, suspensions, nonrenewals, and terminations.

Paragraph 3: Only the Superintendent or designee is authorized to suspend a teacher without pay. A suspension without pay for more than five (5) contract days may be made only after official Board action.

Paragraph 4: No disciplinary action shall be taken against any teacher on the basis of a complaint by a parent or student before a conference is held between the teacher and the supervisor contemplating the action.

Paragraph 5: The exercise of his/her rights in this Article by a teacher shall not prejudice any action that the Board might otherwise take regarding his/her employment status.

Paragraph 6: Teachers who are not covered by K.S.A. 72-5438 to 72-5443 inclusive, because of the definition of teacher in K.S.A. 72-5436, shall be covered by those statutes notwithstanding that definition.

Section C: Disciplinary Meetings or Hearings

Paragraph 1: Whenever a teacher is required to meet with a building level administrator for the purpose of disciplining the teacher, the meeting shall be held at a reasonable time and in an appropriate place to provide privacy.

Paragraph 2: Whenever a teacher is required to meet with district office line administrators for the purpose of disciplining the teacher, the teacher shall be given at least twelve (12) hour notice and the reasons for the meeting and may be accompanied by a person chosen by the teacher who may advise the teacher but not participate actively in the meeting. Following such a meeting, a written summary of the meeting and/or the findings shall be provided the teacher.

Paragraph 3: Whenever a teacher is required to appear before the Board concerning disciplinary matters, he/she shall be given a five (5) day prior written notice of the reasons for the meeting or hearing and may be represented thereat by the Association or by a person of his/her own choosing.

Paragraph 4: A teacher may be represented by legal counsel at any disciplinary meeting or hearing.

Section D: Solicitation

Paragraph 1: Every reasonable means shall be used to discourage pupils, parents, and organizations from soliciting teachers during the school day. This provision shall not be construed to prohibit contacts by teacher organizations or educationally related business.

Section E: Legal Action

Paragraph 1: In any case in which a teacher is involved in legal action as a result of following Board or administrative policy, such action shall be immediately reported to the Board. Should the teacher request assistance in the preparation of his/her defense and/or prosecution, the Board will provide such assistance pursuant to law and Board policy.

Section F: Compliance

Paragraph 1: Teachers shall not be required or compelled to take action or refrain from taking action when to do such would cause them physical harm or to be in violation of law or Board policy.

Section G: Property Damage

Paragraph 1: When arising out of and in the course of his/her employment, a teacher's clothing or personal effects worn by the teacher are damaged or destroyed as a result of a physical attack or willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof in an amount not to exceed \$400.

Paragraph 2: When arising out of and in the course of his/her employment a teacher's personal

property, brought to the classroom setting as a teaching aid for the curriculum being taught, is damaged or destroyed as a result of willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof, whichever is less, in an amount not to exceed \$400 per each occurrence.

Paragraph 3: The above does not cover accidental damage, theft or mysterious disappearance.

ARTICLE VIII: PUPIL CONTROL

Section A: Classroom

Paragraph 1: General

The individual classroom teacher shall assume the major responsibility for classroom control and discipline, and his/her judgment in this regard will be relied on in the general course. The Board hereby recognizes its responsibility to give support and assistance to teachers in this endeavor and its policies will continue to reflect its position in this regard. Each school will have a discipline procedure setting forth the responsibility and authority for all professional personnel.

Paragraph 2: Pupil Misbehavior

When, in the judgment of a teacher, parents should be informed of a pupil's misbehavior, the teacher should notify the building principal and contact the parents unless the principal assumes the responsibility to do so. Parent conferences with teachers and/or principals should be scheduled and/or other appropriate disciplinary action taken.

Paragraph 3: Referral of Pupil

When, in the judgment of a teacher, a pupil requires referral to other district employed professional personnel or specialists, he/she shall so inform his/her principal or immediate supervisor in writing. The principal or immediate supervisor shall arrange as soon as possible for a conference which includes himself/herself, the teacher, and appropriate specialist(s) to discuss the problem and to decide upon appropriate steps for its resolution.

Paragraph 4: Removal of Pupil from Classroom

When, in the judgment of a teacher, a pupil is substantially disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from his/her class. The teacher will instruct the pupil to report immediately to the appropriate supervisor or administrator. Following the decision to remove the pupil, the teacher will advise the principal of the action and will, as soon as possible, furnish full particulars. Appropriate written records of such removals shall be maintained by the principal and teacher and shall be available to the parties upon request.

Paragraph 5: Readmittance of Pupil to Classroom

A pupil shall not be readmitted into any class instructed by the teacher who removed the pupil during the half-day in which the pupil was removed unless there is mutual agreement between the teacher and the principal or unless the principal notifies the teacher in writing of the reasons for such action.

Section B: Suspension, Expulsion

Paragraph 1: Pupils may be subject in certain circumstances to suspension and/or expulsion in accordance with law and Board policies.

Section C: Physical Force

Paragraph 1: While in the course of his/her employment, a teacher may use reasonable physical force against a pupil but only to protect himself/herself, to protect other persons, to prevent the destruction of property, or to prevent any illegal overt act on the part of the pupil.

ARTICLE IX: TEACHER BENEFITS

Section A: Personal Injury Benefits

Paragraph 1: Worker's Compensation

The Board shall continue under the Kansas Worker's Compensation Law to provide worker's compensation coverage for all teachers, which, at the Board's option, shall be provided either by self-funding or by the Board selection of an appropriate carrier. For any day that the teacher receives

compensation for total disability under the Worker's Compensation Law for compensable illness or accident arising out of or in the course of his/her employment, the teacher's salary shall be reduced by 100 percent of the amount of the worker's compensation total disability payment received by that teacher.

Paragraph 2: Other Injury Benefits

Whenever a teacher is absent as a result of personal injury caused by battery arising out of or in the course of his/her employment, and when investigation by the administration indicates that he/she has used reasonable judgment, he/she shall be paid his/her full salary for a period of up to one hundred eighty (180) calendar days, less any worker's compensation disability payments as provided above, without having such absence charged to his/her accumulated temporary leave. In other similar cases where the teacher loses time as a result of his/her following Board or administrative policy, at its discretion, the Board may excuse such absence without loss of pay or temporary leave.

Section B: State Retirement Participation

Paragraph 1: The Board shall participate in the Kansas Public Employees Retirement System in accordance with K.S.A. 74-4931 et. seq.

Section C: Disability Income Protection

Paragraph 1: The Board shall provide disability income protection coverage which, at the Board's option, shall be provided either by self-funding or by the Board selection of an appropriate carrier. This protection, in substance, ensures that teachers shall be compensated in accordance with terms, conditions, and exclusions of such coverage for hereinafter specified periods of total disability resulting from occupational or non-occupational illness or injury at a rate of seventy (70) percent of the teacher's regular daily rate. Such compensation shall be subject to all applicable deductions. The periods of total disability for which payments are to be paid hereunder shall commence on the sixth (6th) contract day following the expiration of the last day of the teacher's accumulated temporary leave days and shall continue to the date which is one hundred

eighty (180) calendar days after the date of the commencement of the total disability for which this or any other benefit is being paid. In the event of a single and total disability for a continuous period of thirty (30) days or more from the first day of the disability, the teacher's first five (5) contract days of disability income protection compensation for such disability shall be paid retroactively.

Paragraph 2: The teacher's disability income protection compensation shall be reduced by personal Social Security benefits and any worker's compensation total disability payments as provided above. If subsequent to the commencement of compensation from disability income protection, it is determined that the illness or accident for which compensation has been made arose out of or in the course of the teacher's employment, the teacher's compensation shall revert to worker's compensation disability payments and the teacher's disability income protection compensation shall be reduced by any retroactive payment of worker's compensation total disability payments.

Section D: General Liability Coverage

Paragraph 1: The Board shall provide general liability coverage with a minimum single liability limit of at least \$300,000 which, at the Board's option, shall be provided either by self-funding, or by the Board selection of an appropriate carrier. This coverage, in accordance with its definitions and exclusions, will defend and pay on behalf of those teachers covered all sums for which those teachers covered shall become legally obligated to pay within the stated occurrence limits as damages because of bodily injury or property damage. This coverage will include corporal punishment within the definition of damages for bodily injury. This coverage will also include teachers who transport pupils within the course and scope of their employment either voluntarily with permission of an appropriate administrator or because of the requirements of a supplemental assignment. The employees of the Board will be included within this coverage. The Board shall not be obligated beyond any standard liability coverage that is provided or is able reasonably to be purchased in the future.

Section E: Life Coverage

Paragraph 1: The Board shall provide a group term life coverage with individual limits of \$20,000 for all teachers employed full time which, at the Board's option, shall be provided either by self-funding or by the Board selection of an appropriate carrier. Teachers employed less than full time shall receive a prorated amount of coverage. Any increase in the individual limits for a teacher shall not be effective until the teacher reports or is able to report for work.

Section F: Health Coverage

Paragraph 1: Effective September 1, 1988, and for the remainder of the term of this Agreement, the Board shall pay \$160.00 per month for each teacher employed half-time or more as full payment of membership in the Board provided group health coverage plan which, at the Board's option, shall be provided either by self-funding or by the Board selection of an appropriate carrier. This plan shall provide health coverage for the teacher and eligible dependents, if any, in accordance with the terms, conditions, and exclusions of the plan as developed by the administration with the involvement of the Association. The administration of the plan shall be reviewed at least quarterly by the Teacher Health Plan Committee, whose membership shall consist of plan participants appointed by the Association. Changes in the plan will normally be effective on August 1 of any year and only with the involvement of the Association. The plan will also include an HMO option. Teachers selecting the HMO option must pay all premium costs which exceed the Board payment set forth above, if any. Teachers employed less than half-time are not eligible for coverage or membership in the plan and the Board shall make no payment for such teachers.

Paragraph 2: The Board shall continue to pay membership in the plan for an eligible teacher who suffers a continuing total disability for a period not to exceed 180 calendar days after the date of the commencement of the total disability. All actions and decisions under the health plan shall be made in accordance with rules and procedures established by the administration.

Paragraph 3: Teachers enrolled in the cash option on July 31, 1988, may continue to receive cash effective August 1, 1988, in lieu of coverage and membership in the health plan. The Board shall contribute \$60.00 per month for such teacher employed full time. Such payment shall be paid to that teacher as extra earnings in regular payroll checks and shall be subject to all applicable deductions. Teachers employed less than full time are eligible for a prorated amount of such Board payment. Teachers may transfer from the cash option to a health option but, in such case, are not permitted to transfer back to the cash option at a later date. Teachers enrolled in a health option on July 31, 1988, and teachers employed on or after August 1, 1988, will not be permitted to enroll in the cash option.

Paragraph 4: If an eligible teacher is covered by an administrator's or classified employee's Board provided health coverage plan, then such teacher's health coverage shall have no deductible, co-insurance, or co-payments for any covered services.

Paragraph 5: Certain provisions of this Section or of the plan are subject to continuing and future interpretations by the state or federal governments or their respective agencies. Any new law or more definite or different interpretation of existing law may require immediate and thorough modification of this agreement or of the plan. In such event, the change, deletion, or modification of this Article and/or the plan shall be accomplished forthwith.

Section G: Severance Payment

Paragraph 1: A teacher who retires or resigns within the time limits allowed by statute, after reaching age fifty-five (55) years or five (5) years in the employ of the Board shall be eligible for a severance payment. The severance payment shall also apply to a teacher who meets the above age or employment qualification and who leaves the district's employment either due to death or total disability or for other good causes as determined solely by the Board.

Paragraph 2: The amount of severance payment for which the teacher is eligible shall be computed by

multiplying the number of accumulated unused temporary leave days by \$30.

Paragraph 3: The severance payment shall be made to the eligible teacher in accordance with regular payroll procedures and shall be subject to all applicable deductions.

Paragraph 4: Any teacher who applies for retention of employment prior to retiring for the purpose of KPERS is not eligible for such severance payment at that time.

Section H: Annuity Plan

Paragraph 1: Teachers are eligible to participate in a salary reduction tax-sheltered annuity plan established pursuant to United States Public Law No. 87-370, consistent with regulations established by the Business Services Division.

Section I: Mileage Allowance

Paragraph 1: Any teacher who is required to use his/her own automobile as a regular condition of employment in his/her base or addendum contract shall be compensated on a quarterly basis at the rate per mile established by the Secretary of Administration of the State of Kansas which is in effect at the beginning of the fiscal year. No mileage compensation will be payable unless specific agreement therefor with the Business Services Division has been reached in advance of being incurred.

Section J: Early Retirement

Paragraph 1: The Board will continue to provide a voluntary early retirement program for members of the teachers bargaining unit. The substance and procedures of the program, and any changes thereto, are in each instance to be determined by the Board. Alterations shall not be applied retroactively to affect any retired teacher receiving benefits from the program.

Section K: General

Paragraph 1: Each benefit specified by this Article may, at the Board's option, be provided by a Board selected carrier or by self-funding by the Board or any combination thereof. The Board may change

from one carrier to another or to self-funding at any time. The specific coverage may be altered by the Board at any time so long as the coverage provided complies with the expressed terms of this agreement.

ARTICLE X: LEAVES

Section A: Temporary Leave

Paragraph 1: Chargeable Temporary Leaves

- (a) Each teacher who is under a full-time contract for a full professional year shall be granted twelve (12) temporary leave days on the first day that the teacher reports for work in that professional year. Temporary leave days shall be prorated for any teacher who is contracted for less than full time or who begins his/her employment after the beginning of the professional year. Temporary leave days granted shall be added immediately to the teacher's accumulation. A teacher under an addendum contract shall be granted one (1) temporary leave day for each fifteen (15) days of paid addendum computed to the nearest half day. Such additional days shall be added to the teacher's accumulation upon completion of the addendum contract.
- (b) Unused temporary leave days shall be cumulative without limit.
- (c) Accumulated temporary leave days may be used for:
 - (1) Personal illness, injury, or incapacitation up to the maximum of the number of days the teacher has accumulated. However, no teacher may use temporary leave days for any single such disability beyond 180 calendar days from the first day of disability. On or before the end of thirty (30) calendar days from the beginning date of the disability and on or before the end of every thirty (30) calendar days thereafter, the teacher and his/her physician shall furnish a statement verifying the disability. A teacher must have returned to work for a minimum of five (5) consecutive contract days for the recurrence of a disability to be considered a new disability. Temporary leave for maternity will be granted to teachers during the period

of actual incapacitation from performing their duties. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery shall be treated as any other temporary disability for job-related purposes, including commencement, duration and extensions of leave, payment of disability income, reinstatement and any other fringe benefit offered to employees by virtue of employment.

- (2) Illness, injury, or death in the immediate family up to a maximum of fourteen (14) days per contract year.
- (3) Personal business up to a maximum of two (2) days per contract year. Teachers shall properly file a form of notification twenty-four (24) hours in advance of a temporary leave for personal business. Teachers shall not take temporary leaves for personal business in combination with other temporary leaves nor during nonteaching professional days nor during the first five and last five days of the school year nor during addendum contracts of twenty (20) or fewer days nor to extend those non-working days as identified by the school calendar nor without such twenty-four (24) hours' notice except in cases of emergency when recommended by the principal and subsequently approved by the appropriate operations director. Personal business leave is provided for the teacher who is confronted by serious and urgent individual or family problems, the adoption of a child, emergency situations, or legal demands which cannot be attended to any other time than during the school day. Personal business leave is not provided for recreational or avocational activities. The teacher will be required to give the specific reason for needing personal business leave.
- (4) Temporary active duty up to a maximum of fourteen (14) days per contract year. Leave for temporary active duty is provided the teacher who is a member of a reserve military unit which is ordered to active duty as a result of an emergency or disaster.

- (5) Paternity leave up to a maximum of three (3) days per contract year. Paternity leave is provided for the father to attend the birth of his child.
 - (6) Personal leave up to a maximum of one (1) day per contract year to be taken at the teacher's discretion. However, teachers shall properly file a form of notification twenty-four (24) hours in advance of a personal leave. Teachers shall not take temporary personal leave during nonteaching professional days nor during the first five and last five days of the school year nor during addendum contracts of twenty (20) or fewer days nor to extend those non-working days as identified by the school calendar.
 - (7) Adoptive leave up to a maximum of five (5) days per contract year. Adoptive leave is provided to the teacher to provide time needed to complete the adoption of a child by the teacher.
- (d) When a teacher is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from his/her accumulated temporary leave days. Absences for one-half (1/2) day or less shall be chargeable as one-half (1/2) day. Absences for less than a day but more than one-half (1/2) shall be chargeable as one (1) day. A teacher's salary shall be reduced by the amount of his/her daily rate of pay for each day of chargeable absence in excess of the limits specified by subparagraph (c) above. However, the numerical limits specified by subparagraph (c) (2), (c) (3), and (c) (4) above may be extended by the Superintendent upon written request by the teacher if the teacher has accumulated sufficient days.
- (e) When the Board has reasonable doubt of the authenticity of the reason given by the teacher for any absence other than personal leave, the Board reserves the right to require evidence of authenticity. Such evidence shall be subject to review and appropriate action by the Personnel Services Division.
- (f) If, in the judgment of the building principal, the total number of absences on a given day by

teachers based at the building will impair or is impairing the educational program, then the principal may request that teachers not take personal business leaves and personal leaves.

Paragraph 2: Nonchargeable Temporary Leave

Subject to administrative approval, a teacher may be granted temporary leave for the following purposes, subject to the following provisions. Such temporary leave shall not be chargeable to cumulative temporary leave days, and the teacher shall receive his/her full pay.

(a) Court Duty or Jury Duty

A teacher may be granted temporary leave to appear in court to answer a jury summons, or for reasons other than personal neglect, violation of law, or matters in which the teacher has a vested interest. The amount paid for jury duty or witness fees, if any, shall be deducted from the teacher's regular pay. Verification of the amount received for jury duty or witness fees must be provided.

(b) Curriculum

A teacher may be granted temporary leave to participate in the development of a school project within the school system (for example, working as a committee member during the school day).

(c) Joint Study

A teacher may be granted temporary leave to work on a committee jointly sponsored by the Board and the Association.

(d) Professional

A teacher may be granted temporary leave to pursue professionally related activities.

(e) Instruction

A teacher may be granted temporary leave to supervise a group of pupils.

(f) Visitation

A teacher may be granted temporary leave to consult with and/or observe for professional purposes a person or school.

(g) School Business

A teacher may be granted temporary leave to conduct business for the school system at the direction of the Superintendent or Deputy Superintendent.

Paragraph 3: Other Temporary Leaves

The Superintendent or a delegated authority may authorize temporary leave for any other purpose not expressly identified above. Such authorization shall specify the temporary leave as chargeable or nonchargeable.

Section B: Extended Leaves

Paragraph 1: Teachers are entitled, subject to approval of the Board, to extended leaves for study, foreign travel, foreign teaching, exchange teaching, health, illness of spouse, child, or parent, maternity, paternity, adoption, military service, campaigning for or serving in a public office, professional activities and professionally related employment. Such extended leaves shall normally be for one (1) semester or one (1) year. An extended leave may be lengthened to include a second year under the same provisions which applied to the first year of extended leave. No extended leave shall be considered a termination of employment.

Paragraph 2: General Provisions

A teacher shall:

- (a) Have completed his/her probationary period before being eligible for extended leave. Application for extended leave may be made during the last semester of the probationary period or thereafter.
- (b) Receive no salary or benefits from Unified School District 259 when he/she is on extended leave.
- (c) Receive full credit for teaching experiences while on extended leave for:
 - (1) Study when enrolled for the period of leave in at least the equivalent of a minimum full load of course requirements in an academic institution.
 - (2) Military service, as required by federal or state law.
 - (3) Professionally related employment.
 - (4) Foreign teaching or exchange teaching.
 - (5) Campaigning for or serving in a public office as an elected official.

- (6) Professional activities (for example, as an employee or officer of a local, state or national professional association, or as a volunteer in VISTA or Peace Corps).
- (d) Receive no credit for teaching experience while on extended leave for reasons of health, illness of spouse, child, or parent, maternity, paternity, adoption, or foreign travel.
- (e) Be subject upon his/her return from extended leave to any general salary reductions which may be ordered by the Board.
- (f) Retain during the extended leave, current status if applicable to the Wichita Supplemental Annuity Plan.
- (g) Retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of extended leave.
- (h) Be permitted to retain membership, during extended leave, in the Board provided health coverage plan. However, arrangements for payment of premiums must be made in advance with the Business Services Division and the Board shall make no contribution.
- (i) Be reassigned in a position which is at least comparable to the one which he/she held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of a school year, the effective date of return shall be subject to a vacancy for which the teacher on leave is qualified. If the date of return from extended leave is the beginning of a school year, the assignment shall be assured, provided the teacher notifies the Personnel Services Division on or before April 15 of his/her intention to return. On or before March 15 the Personnel Services Division shall make reasonable attempts to notify each teacher on leave of this provision.
- (j) Prior to resuming duties on return from an extended leave for maternity or health, present to the Personnel Services Division a statement from a physician that the teacher is physically able to resume normal duties required of his/her assignment. If requested by the Personnel

Services Division, confirmation of the physician's statement by another physician selected by the Board may be required at the expense of the board. Maternity, as used herein, includes pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom. Maternity leave without pay shall extend for a reasonable period of time subject to (i).

Paragraph 3: Other Extended Leaves

The Superintendent may authorize, subject to the approval of the Board, an extended leave for any other purpose not expressly identified above.

Paragraph 4: Application

- (a) Application for extended leaves which are to be effective at the beginning of a school year shall be made on or before April 15. Applications for extended leaves which are to be effective at a time other than at the beginning of a school year shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, teachers shall still receive consideration of their application and extended leaves may be granted except where such leave would work a hardship on the school system.
- (b) A physical examination and/or statement from a medical doctor may be required of any teacher making an application for an extended leave for health. In the case of maternity, such statement shall include the anticipated birth date of the child.
- (c) Teachers shall make application for extended leaves on forms provided by the Personnel Services Division.

Paragraph 5: Notification for Leaves

In the case of leave for maternity, elective surgery, or other condition of health which may require an extended period of absence from the job, the teacher shall notify her/his immediate supervisor as soon as possible after becoming aware of the condition.

Section C: Sabbatical Leaves

Paragraph 1: Purpose

In order to provide opportunities for professional improvement, sabbatical leaves are available to

teachers for formal, full-time study at a college or university.

Paragraph 2: Eligibility

- (a) An applicant must have performed seven (7) school years of continuous service in Unified School District 259 immediately prior to the commencement of the proposed sabbatical leave. The continuity of service is not interrupted by an extended leave of up to one (1) year. However, time during such leave shall not be counted toward the required seven (7) years and at least two (2) of the seven years must have been performed after the latest extended leave. The continuity of service is interrupted by any extended leave or leaves which total in excess of one (1) year.
- (b) Applicants shall not have received sabbatical leave during the seven (7) years immediately preceding the application.
- (c) Each applicant must sign a statement of intent to return to service in Unified School District 259 immediately upon termination of sabbatical leave.
- (d) Each applicant must sign a commitment to repay the amount paid during the sabbatical leave on a prorated basis in the event the teacher fails to return to Unified School District 259 and perform assigned services under a contract of employment for a period of one (1) year after return from sabbatical leave.

Paragraph 3: Application

- (a) Applications shall be made to the Chairperson of the Committee for Sabbatical Leave on or before the annual deadline dates established by the said committee.
- (b) The application shall present the applicant's plans for the sabbatical leave and such other information as the committee deems advisable.

Paragraph 4: Selection

- (a) The Committee for Sabbatical Leave shall consist of two members appointed by the Superintendent, two members appointed by NEA-Wichita, and the Director of Personnel Services Divisions, who will chair the committee.

- (b) The committee will prepare a priority listing of eligible applicants and recommend teachers for sabbatical leave appointments. The committee shall judge the quality of the applications and recommend no more than fifteen (15) teachers per contract year.
- (c) Consideration shall be given to:
 - (1) Assured eligibility.
 - (2) The potential contribution to the applicant's professional growth.
 - (3) The applicant's prior contribution to the school district, potential for future leadership, or for improvement of classroom instruction.
 - (4) Evidence of professional growth.
 - (5) Any other pertinent factors as established by the committee.
- (d) The priority listing of applicants for sabbatical leave shall be submitted to the Board for approval.

Paragraph 5: Compensation

While on sabbatical leave, the teacher shall be paid according to the base contract salary which would have been earned had the teacher not been on leave. Payment for a semester's sabbatical leave shall equal 100 percent of the semester's base contract salary, and payment for a year's sabbatical leave shall equal 50 percent of a year's base contract salary.

Paragraph 6: General Provisions

A teacher shall:

- (a) Receive full credit for system experience while on sabbatical leave.
- (b) Be subject upon return from sabbatical leave to any general salary reductions which may be ordered by the Board.
- (c) Retain during the sabbatical leave current status if applicable in the Wichita Supplemental Annuity Plan.
- (d) Retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of the sabbatical leave.

- (e) Maintain all rights accruing under Kansas Public Employees Retirement Systems, if any.
- (f) Be permitted to retain the health coverage benefit as set forth in the Teacher Benefits Article.
- (g) Retain a prorated amount of life insurance coverage.
- (h) Retain disability income protection.
- (i) Upon completion of sabbatical leave, be reassigned in a position which is at least comparable to the one held when assuming sabbatical leave status, exclusive of supplemental assignments.
- (j) Be eligible for sabbatical leave for a semester or a year. A second year may be granted in special cases under the provisions in Section B of this Article.
- (k) Not deviate while on sabbatical leave from his/her approved plan except with the written permission of the Superintendent of Schools.

ARTICLE XI: TEACHER USE OF FACILITIES

Section A: Building

Paragraph 1: Meetings

Teachers have the right to reasonable use of building facilities for meetings at reasonable times and hours when such buildings are open and the operating staff is on duty.

Paragraph 2: Instruction Preparation

Teachers shall have access to classrooms, equipment, or appropriate offices for instructional purposes or for instructional preparation.

Section B: Equipment

Paragraph 1: When not otherwise in use, teachers may make reasonable use of office equipment (not including supplies) located in the building of their assignment(s). Such equipment shall not be removed from the building except with advance written approval of the building principal. If the equipment is removed for personal use, the teacher shall reimburse the Board for any loss of or damage to such equipment, less depreciation and allowance for normal wear and tear.

Section C: Announcements

Paragraph 1: Teachers have the right to request the placement of items in daily bulletins and reasonable use of intercom equipment.

Section D: Procedures

Paragraph 1: Such use as referred to in Sections A, B, and C shall be arranged and approved through the building principal or his/her administrative representative. Such use shall not be unreasonably withheld.

Paragraph 2: If a teacher's request for use of building facilities, classrooms, offices, office equipment or to make announcements is denied, the teacher shall, upon request, be entitled to an explanation from the principal or his/her administrative representative.

Section E: Posting Materials

Paragraph 1: Subject to reasonable regulation by the School Building Committee, teachers have the right to post items on faculty bulletin boards and to place items in teachers' boxes. A copy of any duplicated material placed in teachers' boxes shall be furnished to the building principal no later than the time of distribution.

Paragraph 2: Materials which propose or promote any action by a teacher or group of teachers to violate any term of this agreement or any Board or administrative policy, rule, regulation, or directive shall not be placed in teachers' boxes or on faculty bulletin boards.

ARTICLE XII: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Section A: General

Paragraph 1: The teacher, as a member of the teaching profession, has certain rights, privileges and prerogatives. The Board so recognizes the teacher as a professional person and, when it employs him/her it does so with the express intent of honoring these rights, privileges and prerogatives. Correspondingly, when the teacher

accepts employment by the Board, he/she does so with the intent of fulfilling his/her professional and contractual responsibilities.

Paragraph 2: As a professional a teacher is frequently called upon to employ his/her own judgment with regard to his/her actions. In doing so, the teacher must bear the responsibility of his/her decisions. In the area of the exercise of his/her professional rights, the teachers' judgment must be relied upon in the general course, but is subject to review in accordance with provisions established by contractual agreement or law.

Section B: Rights and Responsibilities

Paragraph 1: Discussion of School Policies

Teachers have the right to express opinions on school policies and conditions, make declarations, and vote on issues. Teachers are free to dissent from the views of other teachers, if they are so inclined. No reprisals shall be made as a result of such dissent. Teachers have the right to meet privately and to disseminate their views either as individuals or groups.

Paragraph 2: Organizational Activities

Teachers have the right to join and participate in lawful activities of their own choosing.

Paragraph 3: Political Activity

Each teacher is free to exercise rights and fulfill responsibilities as a citizen by participating in political activity, attending functions of political parties, belonging to the party of choice, seeking support in the community on political issues, becoming a candidate for public office and holding such office. The teacher's political activity, however, must not compromise professional integrity. The teacher must not misuse his/her professional position to pervert academic freedom in the interests of personal political beliefs or ambitions or those of a political group. A teacher shall not in the course of employment or by virtue of his/her professional contact with pupils use pupils to influence or attempt to influence a partisan political election or other election for public office.

Paragraph 4: Individual and Personal Rights

The teacher's individual and personal rights outside the academic setting are no less than those

of other citizens. Each teacher has the right to conduct himself/herself outside the academic setting as he/she sees fit unless it can be shown that the teacher's behavior is affecting his/her professional performance in a demonstrably deleterious manner. The personal appearance of a teacher shall be left to the discretion of that teacher. However, his/her appearance shall not adversely affect his/her professional performance.

Paragraph 5: Curriculum and Materials

While the groups of teachers must develop through professional agreement, subject to approval of the Board, the objectives, content, and methods of the curriculum, the individual classroom teacher shall exercise professional judgment in their implementation and in the selection of supplementary materials within the guidelines established by professional groups.

Paragraph 6: Space and Facilities

The fulfillment of the responsibilities of this contract requires that the teacher undertake certain tasks such as planning, grading, telephone conferences and, when the teacher deems it necessary, the undertaking of activities which promote professional growth. The teacher is expected to perform certain of these tasks off school premises. Therefore, each teacher is required, as a condition of employment, to provide and maintain space and facilities in his/her home to carry on his/her function as a teacher.

Section C: Nondelegable Board Power

Paragraph 1: Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board.

ARTICLE XIII: ACADEMIC FREEDOM

Section A: Academic Freedom

Paragraph 1: It is the mutual desire of the Board and of the teachers to create and maintain in the school system a climate in which teachers are free to teach and pupils are free to learn at their levels of comprehension; a climate conducive to open

inquiry and responsible discussion of any and all topics related to the development of mankind ethically, culturally and physically, including views and expressions on these and other topics which may be unorthodox or unpopular.

Paragraph 2: In order to assure the general continuity, scope, and sequence of the curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with the curricular objectives of the course.

Paragraph 3: A teacher must be allowed to exercise academic freedom in a continuous effort to attain the goals of the school system. Major goals of the school system are to develop learning skills; to develop a free, reasoning individual who can think independently, who can recognize basic values and understand the fundamental ideas not only of his/her own but other cultures as well, and who can live compassionately with his/her fellowbeings.

Paragraph 4: The principle of academic freedom implies that a teacher must teach with an understanding and respect for the individuality of each pupil. Academic freedom further implies that a teacher will teach with a scrupulous regard for honesty and accuracy, without distortion or falsification.

Paragraph 5: Academic freedom guaranteed herein requires strict adherence to professional ethics. It also requires the teacher to evaluate his/her instruction in a continual effort to meet the highest standards set forth by the teaching profession.

Section B: Instructional Materials

Paragraph 1: In selecting instructional materials, teachers must consider the learning media to be employed, the substantive manner in which the materials may contribute to the education of the pupil, their aesthetic values, appropriateness to the curriculum and adaptability both in structure and content for a particular individual or groups of pupils, and shall not be restricted beyond these considerations.

Paragraph 2: The teacher must be free to recommend for individual study any instructional material which he/she believes will have educational signifi-

cance for an individual pupil, and must also be free to discuss with a pupil any instructional material that the pupil reads, views or hears, whether the teacher has recommended it or whether the pupil has discovered it for himself/herself.

Section C: Outside Speakers

Paragraph 1: The teacher must be free to invite and utilize the services of outside speakers in the classroom when the teacher believes that such speakers will have educational significance for a class of pupils.

Section D: Professional Review

Paragraph 1: A Professional Board of Review shall consist of a representative group of twelve (12) teachers employed by the school system and three (3) representatives of the Wichita educational community. This Professional Board of Review shall be appointed by the Superintendent from a list of candidates submitted by the Association in August of each year or as soon thereafter as possible. Throughout the school year, the Association shall maintain a list of fifteen (15) names from which the Superintendent shall fill vacancies as they occur. This Professional Board of Review shall establish written rules and procedures for the conduct of its business.

Paragraph 2: All decisions rendered on the application of any of the provisions of Sections A, B, and C of this Article in a specific situation shall be made by this Professional Board of Review. It will accept problems, complaints and requests for guidance from teachers and citizens and, after giving all interested parties an opportunity to present their viewpoints, shall render a judgment in accordance with this Article and the Code of Ethics of the Education Profession. Such judgment shall be final and binding upon all teachers involved in the specific situation. However, the decision of a teacher shall not be overruled or stayed pending such judgment by the Professional Board of Review.

Section E: Nondelegable Board Power

Paragraph 1: Any judgment or decision made hereunder which constitutes an exercise of a power not

delegable by the Board shall be subject to review and modification by the Board.

ARTICLE XIV: TEACHER FILES

Section A: Teacher Files

Paragraph 1: All material obtained during the period of employment and placed in the teacher's file shall be available for inspection by the teacher at mutually agreeable times and in the presence of a person authorized to show the files. The teacher may obtain, upon request, a copy of such material. At the teacher's request, a person of his/her choosing may accompany the teacher for the inspection.

Paragraph 2: The phrase, teacher's file, as used in this Article shall be construed to include all information in the personnel data base pertaining to the teacher.

Paragraph 3: The teacher shall be given a copy within a reasonable time of any Personnel Conference Summary concerning the teacher whether or not it is placed in the teacher's file.

Paragraph 4: Confidential material received by the administration prior to employment and in employment processing, and confidential references or evaluations obtained from professional educators and educational institutions outside the school system subsequent to employment shall be exempted from inspection. However, the teacher shall be provided a list of such items upon request, including the source of such items.

Paragraph 5: Before any material, other than that specified in Paragraph 4 above, of a derogatory nature is placed in a teacher's file, such material shall be discussed with the teacher.

Paragraph 6: The teacher shall have the right to answer any material filed which is subject to inspection. Such answer shall be submitted to the Personnel Services Division within fourteen (14) calendar days of the date that the teacher first inspected or received a copy of the material being answered, whichever is earlier. Such answer shall be affixed

to the material and placed with it in the teacher's file. Winter recess will not be counted in such fourteen (14) calendar day limit.

ARTICLE XV: TEACHER EVALUATION

Section A: General

Paragraph 1: No evaluation shall be construed as an act of discipline.

Paragraph 2: Only an alleged abuse of the evaluation procedure shall be subject to the grievance procedure. The judgments and recommendations contained in an evaluation are not grievable.

Paragraph 3: Teachers shall undergo a medical evaluation if so requested or directed by the Superintendent or designee. The costs of any such medical evaluation shall be paid by the Board.

Section B: Procedure

Paragraph 1: Administrators and teachers should familiarize themselves with policies and suggested procedures concerning teacher evaluation.

Paragraph 2: The administrative staff shall provide information and discuss evaluation procedures at a building staff meeting early in each school year.

Paragraph 3: Teachers may be evaluated at any time but shall be evaluated at least as frequently as required by state law.

Paragraph 4: Evaluation forms adopted by the Board shall be used in all evaluations submitted to the teacher's file in the Personnel Services Division.

Paragraph 5: In the event a teacher is rated less than satisfactory in any of the major areas evaluated, the teacher, the evaluator, and other appropriate personnel shall work together to develop a written program for improving the teacher's level of performance. However, the development of such a program shall not be construed to inhibit the administration or the Board in taking any action regarding the employment of the teacher.

Paragraph 6: Prior to completing the evaluation report, the evaluator shall make two or more observa-

tions of the teacher, one of which shall be at least 30 minutes in duration. The evaluator shall consider any request from the teacher for additional observation.

Paragraph 7: Any person who makes formal observations of the teacher and who makes major contributions to the evaluation shall be identified in the evaluation.

Paragraph 8: The teacher has the right to discuss the evaluation with the evaluator if he/she chooses. Such discussion shall be held in private at a mutually agreeable time.

Paragraph 9: The teacher shall be given a duplicate copy of any evaluation which is submitted to the Personnel Services Division. Such evaluation must be signed by the teacher and the evaluator. The teacher's signature does not constitute agreement with the evaluator's judgment and recommendations.

Paragraph 10: The teacher has the right to submit a written answer to any part of the evaluation and to any supporting information forwarded with the evaluation within fourteen (14) calendar days following the presentation of the evaluation to the teacher.

Paragraph 11: All aspects of a teacher's professional performance constitute a valid basis for teacher evaluation. Services performed under the teacher's base contract shall constitute the primary basis.

Paragraph 12: Teachers shall not be monitored by intercom or other mechanical devices without their knowledge or permission.

ARTICLE XVI: SCHOOL BUILDING COMMITTEE

Section A: Purpose

Paragraph 1: The purpose of the School Building Committee shall be to identify problems at the building level and to work in an advisory capacity to the principal toward acceptable solutions. The School Building Committee shall involve itself in:

- (a) Problems relating to rules, procedures, policies, safety and security of pupils and teachers within the building, and any other matters pertaining to the operation of the school.
- (b) The planning, implementation, and evaluation of authorized building-based inservice programs.
- (c) Planning for those meetings involving pupils, parents, and community patrons.

Section B: Organization

Paragraph 1: A School Building Committee shall be organized at each school attendance center as designated by this Article.

Paragraph 2: Membership of the School Building Committee shall consist of the following:

- (a) Chairperson
 - (1) In those buildings with one (1) Association building director, that person shall serve as chairperson.
 - (2) In those buildings where there are more than one (1) Association building director, the chairperson shall be elected from the Association building directors by the teachers based at the building.
 - (3) In those buildings where Association by-laws do not provide for an Association building director, the teachers based at the building shall elect one of their number to serve as chairperson.
- (b) The principal.
- (c) Teachers elected by and from the teachers based at the building.
 - (1) The number of committee members, in addition to the chairperson and the principal, shall be based on the following school enrollment:

Enrollment	Number of Members
600 or fewer	3
601 to 1100	5
1101 to 1600	7
1601 to 2100	9
2101 or more	11

Paragraph 3: Election of the School Building Committee shall be as follows:

- (a) The election shall be conducted by the Association or its designee prior to September 10 of each school year.
- (b) All teachers based within the building shall be eligible to vote.
- (c) The elected members shall serve until a new committee is elected the following year.

Paragraph 4: Committee members shall be reported by September 20 of each year by the chairperson to the Deputy Superintendent and Association for official filing.

Section C: Bylaws

Paragraph 1: Each School Building Committee shall adopt its own bylaws subject to ratification by the teachers based at the building. Such bylaws shall include, but not be limited to:

- (a) A procedure for nomination of committee members.
- (b) A procedure for election by secret ballot before September 10 of committee members.
- (c) A procedure for the selection of officers other than the chairperson.
- (d) A procedure for filling committee vacancies.
- (e) A procedure for calling meetings, which shall be held at least once a month during the school year.
- (f) A procedure for setting of an agenda.
- (g) A procedure for notifying teachers of building meetings, place, date and agenda.

- (h) Provisions for school patrons, including pupils, or other citizens residing in the school attendance area to suggest items for the agenda and, subject to reasonable regulations of the committee, to meet with the committee to discuss items of concern.
- (i) A procedure for distributing minutes following each meeting.

Paragraph 2: The current bylaws adopted by the School Building Committee and ratified by the teachers shall be filed with the Association and the Deputy Superintendent of Schools.

Section D: General Rules

Paragraph 1: Any teacher may submit to any committee member in the building, a written statement, signed or unsigned, of a problem for consideration by the committee, which shall be placed on the agenda for the next meeting.

Paragraph 2: Any item may be placed on the agenda by any committee member, including informal requests by another teacher.

Paragraph 3: Individual teachers may have a hearing before an ad hoc subcommittee of his/her choice for data input prior to consideration of a regular School Building Committee meeting.

Paragraph 4: The principal may provide the School Building Committee with secretarial services as may be available and agreed upon by the principal and the committee.

Paragraph 5: All School Building Committee meetings shall be open to teachers of the building.

Paragraph 6: No provision of this Article is to be interpreted in a fashion that would abridge the rights of any individual as established in this agreement or the statutory rights or responsibilities of the Superintendent or the Board.

ARTICLE XVII: ASSOCIATION RIGHTS

Section A: Exclusive Rights

Paragraph 1: Exclusive Recognition

The Board recognizes the Association for the purposes of negotiations as the exclusive representative of the teachers bargaining unit.

Paragraph 2: Exclusive Representation

The Association shall participate in negotiations with the Board as the exclusive representative of all teachers in the teachers bargaining unit.

Paragraph 3: Exclusive Use of Temporary Leave For Negotiation Activities

Only teachers designated by the Association shall be granted the use of temporary leave for the purpose of engaging in negotiations with the Board. Such leave shall be granted in accordance with the policy of the Board.

Section B: Nonexclusive Rights

Paragraph 1: Nonexclusive

Nothing in this Section shall be construed to limit the granting of the same or similar rights as herein contained to other individuals, groups, or organizations as the Board may determine.

Paragraph 2: Association Use of Facilities

The Association shall have the rights afforded teachers in the Teacher Use of Facilities Article in accordance with Board policies on the use of facilities.

Paragraph 3: The Association shall have the right to request reasonable use of the Board's cable television channels. Such use shall be approved or denied and arranged through regular administrative procedures. Material shall be used only after the content has been approved by the administration. No material shall be approved which, in the opinion of the administration, would be damaging to the labor/management relationship. The administration shall have the right to limit the amount of material used and to schedule the time of usage. Decisions rendered by the administration in this Paragraph shall not be subject to the grievance procedure.

Paragraph 4: Association Access to Contract Information

Upon written request from the Association, the Board shall provide the Association public

information within its possession which is necessary for negotiating and implementing this agreement. Such information shall be furnished or made available within a reasonable time and only in the form available.

Paragraph 5: Association Access to Board Meetings

Representatives of the Association shall have the rights afforded other members of the public to address the Board during its meetings.

Paragraph 6: Use of Temporary Leave for Association Activities

Teachers shall have the right to use temporary leave to participate in certain Association activities in accordance with the policy of the Board.

Paragraph 7: Meetings

Meetings to exchange ideas, offer suggestions, discuss policies and other subjects of mutual interest between the Board and/or its representatives and the Association and/or its representatives will be held at mutually agreeable times and places at the request of any of the above-named parties.

Section C: Indemnification Clause

Paragraph 1: The Association shall indemnify and hold harmless the Board and its agents from any and all claims, demands, suits, costs, damages, fees, or other forms of liability that shall arise out of or by reason of any act of commission or omission by the Board for the purposes of complying with the provisions of this Article.

ARTICLE XVIII: REDUCTION AND RECALL

Section A: General

Paragraph 1: The teaching staff may be reduced by layoff at the discretion of the Board.

Paragraph 2: The greatest possible reduction in teaching staff shall be accomplished through attrition.

Paragraph 3: The reduction may be applied to all teachers or to only some group or groups thereof. The reduction shall be applied to the largest group or groups of teachers which may be reasonably

considered. The Superintendent, subject to Board approval, shall determine the group or groups of teachers from which the reduction shall be made.

Section B: Selection

Paragraph 1: Within each specified group, teachers shall be selected by the Personnel Services Division for layoff in the following order:

- (a) Teachers whose positions have been eliminated and who are not qualified to fill any vacant teaching position.
- (b) Probationary teachers for whom no evaluation has been submitted to the Personnel Services Division.
- (c) Probationary teachers who, according to their most recent evaluation, have a lower evaluation composite rating than such teachers not yet selected.
- (d) Nonprobationary teachers who, according to their most recent evaluation, have a lower evaluation composite rating than those teachers not yet selected.

Paragraph 2: Within each subparagraph above, if two or more teachers are otherwise equally eligible for selection, teachers with shorter lengths of current employment will be selected before those with longer lengths. If two or more teachers remain equally eligible for selection, the order of selection of those teachers shall be decided through applying unbiased procedures developed and directed by the Research, Planning, and Development Services Division.

Paragraph 3: The evaluation composite rating of a teacher shall be calculated by assigning five (5) points for each rating in the "consistently superior" column of the teacher evaluation report summary, four (4) points for each rating in the "sometimes superior" column, and three (3) points for each rating in "consistently satisfactory" column, two (2) points for each rating in the "usually acceptable" column, one (1) point for each rating in the "consistently unsatisfactory" column, and totaling all such points assigned.

Paragraph 4: Length of current employment shall be based on the date of employment specified by the Personnel data base.

Paragraph 5: Only those evaluations forwarded to the Personnel Services Division prior to an earlier date specified by the Superintendent will be considered in the implementation of this Article.

Paragraph 6: Any individual(s) within a specified group who is on or has requested an extended leave or sabbatical shall be eligible for selection for layoff under the conditions set forth herein.

Paragraph 7: As teachers are selected for layoff, their names shall be placed on a list in the order of their selection. A copy of the list shall be given to the Association in a timely manner. If the Association does not object in writing to the order of selection within five (5) days of receipt of the list, the list shall be final. If the Association objects in writing to the order of selection within five (5) days of receipt of the list, said objection shall be in the form of a grievance initially filed at Level Two of the Grievance Procedure and shall be processed accordingly.

Section C: Notice

Paragraph 1: Any teacher who is to be recommended for layoff shall be notified in writing at least thirty (30) days prior to the proposed effective date of such layoff and a copy of the notice shall be given to the Association. Such notice shall include:

- (a) The basis for the initial decision for teaching staff reduction.
- (b) The reason(s) for the selection of the individual teacher.
- (c) A copy of this Article.
- (d) Notice to the individual teacher of an opportunity to respond.

Section D: Rights

Paragraph 1: After implementing such a reduction procedure, the list of names of laid off teachers shall be maintained for two (2) years.

Paragraph 2: Any teacher who has been so laid off shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law or by this agreement.

Paragraph 3: Any teacher who has been so laid off may retain membership in the Board provided health coverage plan. However, the Board shall make no contribution and the teacher must make advance arrangements for payment of premiums with the Business Services Division.

Paragraph 4: It is the responsibility of the listed laid off teachers to keep the Personnel Services Division informed of their current address and any changes in teaching qualifications.

Paragraph 5: If a vacancy occurs within two (2) years for which any teacher named on the list qualifies, the position shall be offered to the teacher whose name was most recently placed on the list and who qualifies for such vacancy. However, the Board is not obligated to offer any teacher a position of greater full-time equivalency than that teacher had when he/she was laid off. The usual employment procedures will be followed in determining fitness for recall.

Paragraph 6: If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within ten (10) days to a recall notice sent to the latest address which the teacher has furnished to the Personnel Services Division, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

Paragraph 7: Any teacher who is recalled shall regain all employment benefits to which he/she was entitled at the time of layoff. However, no benefits may be accrued during the period of unemployment and the teacher shall be subject to all changes in employment conditions which have been made in the interim.

Paragraph 8: Any teacher who has been so laid off may apply for assignment as a substitute teacher.

Paragraph 9: No layoff covered under this Article shall be considered a termination or nonrenewal under

K.S.A. 1979 Supp. 72-5436, et. seq. or K.S.A. 72-5411. However, application of this Article shall be subject to the grievance procedure.

ARTICLE XIX: GRIEVANCE PROCEDURE

Section A: Purpose

Paragraph 1: The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances.

Section B: Time Limitations

Paragraph 1: The time limitations specified at each level may be extended by mutual agreement between the grievant or his/her representative and the Director of Employment Relations.

Paragraph 2: When the term "days" is used herein, unless otherwise specified, it shall mean contract days during the school year and calendar days between school years.

Section C: Level One

Paragraph 1: A grievance must be filed in writing with the grievant's immediate supervisor by the grievant. Such grievance shall be so filed within fourteen (14) days after the occurrence of the event upon which it is based, and a copy of said grievance shall be forwarded to the Association building director, the Association's President or designee, and the Director of Employment Relations. The grievant and his/her immediate supervisor shall hold a discussion concerning the written grievance within seven (7) days after the grievance is filed.

Paragraph 2: Within seven (7) days after the discussion meeting is concluded, the grievant's immediate supervisor shall make a decision in writing, together with the supporting reasons. Copies shall be forwarded to the grievant, the Association building director, the Association's President or designee, and the Director of Employment Relations.

Section D: Level Two

Paragraph 1: Within seven (7) days after receiving the decision at Level One, the grievant may appeal the

decision in writing to the Superintendent. The grievant shall forward copies to the immediate supervisor, the Association building director, the Association's President or designee, and the Director of Employment Relations.

Paragraph 2: Within fourteen (14) days after receipt of the written appeal or a grievance filed at Level Two, the Superintendent or designee will meet with the grievant and/or representative of the Association and all parties of interest in an effort to resolve the grievance.

Paragraph 3: Within fourteen (14) days after the meeting specified in Paragraph 2 above, the Superintendent or designee shall make a decision in writing. Copies shall be forwarded to the grievant, the immediate supervisor, the Association building director, the Association's President or designee, and the Director of Employment Relations.

Section E: Level Three

Paragraph 1: Within fourteen (14) days after receiving the decision of Level Two, the grievant may appeal the decision in writing to the Board of Education. The grievant shall forward copies to the Superintendent, the immediate supervisor, the Association building director, the Association's President or designee, and the Director of Employment Relations.

Paragraph 2: The grievant shall have the opportunity to be heard by the Board or a committee thereof. The Board of Education shall make a decision in writing within forty-five (45) days of the receipt of the appeal. Copies shall be forwarded to the grievant, the immediate supervisor, the Association building director, the Association's President or designee, the Superintendent, and the Director of Employment Relations.

Section F: Rights of Representation

Paragraph 1: At any level of the grievance procedure at the grievant's option, the grievant shall be represented by the Association, himself/herself, legal counsel, or another person selected by the grievant.

Paragraph 2: If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views of all levels of the grievance procedure.

Section G: General Provisions

Paragraph 1: If a grievance affects a group or a class of teachers, and at least one affected teacher so desires, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level Two.

Paragraph 2: If a grievance arises because of an act of commission or omission on the part of a member of the administration at a level above the grievant's immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the processing of such grievance will commence at Level Two.

Paragraph 3: Forms for filing and appealing grievances will be prepared and distributed jointly by the Superintendent and the Association. The costs of preparing such forms shall be borne by the Board.

Paragraph 4: A grievance must be filed on an official form. In filing a grievance, the grievant shall make every reasonable effort to state specifically what was done, who did it, when it was done, the language which was violated, how it was violated, and the remedy requested. If the form is not completed in accordance with this Paragraph, the grievance may be returned to the grievant for completion together with a notice regarding the incomplete parts. If the form is then completed and filed within five (5) days, the grievance shall be considered to be no less timely than it was when previously submitted. For purposes of processing the grievance, the filing date shall be the date the completed form is filed.

Paragraph 5: The confidentiality of the proceedings will be respected by all parties to the degree that it is consistent with the procedure described. The grievant's right to continued processing of a grievance filed by him/her shall be conditioned upon there being no deliberate violation of this confidentiality by him/her. This prohibition shall include any effort by either party to inform the

Board of the substantive issues involved in a grievance in advance of a hearing involving members of the Board.

Paragraph 6: Nothing contained herein is to be construed as limiting the right of a teacher having a grievance or an involved administrator to discuss the matter informally with any appropriate person in an effort to have the matter adjusted in a mutually satisfactory manner, provided that such adjustment is not inconsistent with the terms of this agreement.

Paragraph 7: A decision at any level of the procedure in favor of the grievant may recommend appropriate restitution or other remedy for the period during which the grievance was suffered.

Paragraph 8: Any decision rendered at any level of the procedure which is contrary to this agreement or law shall be null and void.

Paragraph 9: If any teacher is required to attend a meeting or hearing called by the Board or the central administrative staff, the teacher's immediate supervisor shall be notified that the teacher is to be released without loss of pay for such time as attendance is required for the meeting or hearing.

Paragraph 10: Grievances, grievance appeals, grievance communications and grievance findings will not be filed in the personnel file of any teacher. If such a grievance file is maintained, it shall be open for inspection by the grievant upon request.

Paragraph 11: Every effort shall be made by all parties to avoid the involvement of pupils in any phase of the grievance procedure.

Paragraph 12: No teacher shall be subject to reprisal or discrimination by reason of participation or non-participation in the grievance procedure.

Paragraph 13: If a teacher pursues any legal or statutory remedy for an issue, then any further or subsequent proceedings for relief through the grievance procedure shall be barred unless the court or administrative agency refuses jurisdiction until all administrative remedies have been exhausted.

Paragraph 14: With the consent of the grievants involved and the Director of Employment Relations, similar grievances may be consolidated and processed together as a single grievance. Such consolidation shall not be construed as preventing any grievant from appealing a decision to the next level. Once consolidated, a grievance may be separated only with the consent of the Director of Employment Relations.

ARTICLE XX: PRINTING AND DISTRIBUTION

The Board shall print copies of this agreement at its expense to be distributed to all members of the bargaining unit. The Board shall furnish 175 printed copies of the agreement to the Association.

**AGREEMENT
Between
The Board of Education
of
USD 259
Wichita, Kansas
and
NEA-Wichita
August 1, 1988 - July 31, 1989**

/s/ Jon Miller

President, NEA-Wichita

June 6, 1988

Date

/s/ Jeanne Goodvin

President, Board of Education

June 6, 1988

Date

APPENDIX A

CALENDAR 1988-1989

AUGUST 1988	SEPTEMBER 1988	OCTOBER 1988	NOVEMBER 1988
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6	1 2 3	2 3 4 5 6 7 1/2	1 2 3 4 5
7 8 9 10 11 12 13	4 (5) 6 7 8 9 10	8 9 10 11 12 13 14 15	6 7 8 9 10 11 12
14 15 16 17 18 19 20	11 12 13 14 15 16 17	16 17 18 19 20 21 22	13 14 15 16 17 18 19
21 22 23 24 25 26 27	18 19 20 21 22 23 24	23 24 25 26 27 28 29	20 21 22 23 (24, 25) 26
28 29 30 31	25 26 27 28 29 30	30 31	27 28 29 30
DECEMBER 1988	JANUARY 1989	FEBRUARY 1989	MARCH 1989
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1 (2) 3 4 5 6 7	1 2 3 4	1 2 3 4
4 5 6 7 8 9 10	8 9 10 11 12 13 14	5 6 7 8 9 10 11	5 6 7 8 9 10 11
11 12 13 14 15 16 17	15 (16) 17 18 19 20 21	12 13 14 15 16 17 18	12 13 14 15 16 17 18
18 19 20 21 22 23 24	22 23 24 25 26 27 28	19 (20) 21 22 23 24 25	19 (20) 21 22 23 24 25
25 (26, 27) 28 29 30 31	29 30 31	26 27 28	26 27 28 29 30 31
APRIL 1989	MAY 1989	JUNE 1989	JULY 1989
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
2 3 4 5 6 7 8	1 2 3 4 5 6	1 2 3	2 3 (4) 5 6 7 1/2
9 10 11 12 13 14 15	7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14 15
16 17 18 19 20 21 22	14 15 16 17 18 19 20	11 12 13 14 15 16 17	16 17 18 19 20 21 22
23 24 25 26 27 28 29	21 22 23 24 25 26 27	18 19 20 21 22 23 24	23 24 25 26 27 28 29
30	28 (29) 30 31	25 26 27 28 29 30	30 31

Month	Date
August	Orientation for new teachers 22-23
	District Inservice (all teachers) 24
	Teachers' Preparation (all teachers) 25-26
	First day of school 29
Sept.	Labor Day Holiday 5
	Official beginning enrollment 20
Nov.	Report cards issued 4
	Fall Recess 24-25
Dec.	Winter Recess 26 through Jan. 2
Jan.	Martin Luther King, Jr.'s Birthday Observance 16
	Report cards issued 20
Feb.	Presidents' Day Observance 20
March	Spring Recess 20-24
April	Report cards issued 7
May	Memorial Day Holiday 29
June	Last day of school 1
	Elementary report cards issued 1
	Teachers' Report Day 2
	Secondary report cards mailed 9
	Summer School begins 12
July	Independence Day Holiday 4
	Summer School ends 21

Report Periods

August 29 through October 28	44 days
October 31 through January 13	47 days
January 17 through March 17	43 days
March 27 through June 1	48 days
Total days	182 days
Less Workshop Day	1 day*
Total teaching days	181 days

Legend

- _____ School not in session
- Summer School in session
- () Administrative offices closed

* Between October 1 and March 15, each school will schedule one day for a workshop for teachers.

NOTE: This calendar may be altered at the discretion of the Board of Education and/or the administration.



830422

NOVEMBER 21, 1988

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

Director-Classified Personnel
Wichita Public Schools
Administration Building
428 SOUTH BROADWAY
WICHITA, KS. 67202

DEC 16 1988

PREVIOUS AGREEMENT EXPIRED
JULY 30, 1988

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Wichita Kans Bd of Educ Teachers

WITH SINGLE INDEPENDENT ASSOCIATION
KANSAS

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3100
2. Number and location of establishments covered by agreement Wichita Public Schools USD 259
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date _____

A. Keith Esch, Asst. to Supt.
Your Name and Position

913-833-4140

Area Code/Telephone Number

217 N. Water
Address

Wichita, KS 67202
City/State/ZIP Code